

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES OF AMERICA,  
*et al.*,  
555 4th Street, NW  
Washington, D.C. 20530

Plaintiffs,

v.

SUNTRUST MORTGAGE, INC.  
901 Semmes Ave  
Richmond, Virginia 23224

Defendant.

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Civil Action No. 14-1028 (RMC)

**CONSENT JUDGMENT**

WHEREAS, Plaintiffs, the United States of America, the Consumer Financial Protection Bureau (the CFPB or Bureau) and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia filed their complaint on June 17, 2014, alleging that SunTrust Mortgage, Inc. ("Defendant") either itself or through its affiliates or subsidiaries violated, among other laws, the Unfair and Deceptive Acts

and Practices laws of the Plaintiff States, the Consumer Financial Protection Act of 2010, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant, by its attorneys, has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit any allegations other than those facts of the Complaint deemed necessary to the jurisdiction of this Court and the facts set forth in Attachment A to Exhibit J;

WHEREAS, the intention of the United States, the Bureau, and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant, either itself or through its affiliates or subsidiaries;

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issues of fact or law, without this Consent Judgment constituting evidence against Defendant except as otherwise noted, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

## **I. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a), and 1367, 12 U.S.C. § 5565(a)(1), and under 31 U.S.C. § 3732(a) and (b), and over Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. § 3732(a).

## **II. SERVICING STANDARDS**

2. Defendant shall comply with the Servicing Standards, attached hereto as Exhibit A, in accordance with their terms and Section A of Exhibit E, attached hereto.

## **III. FINANCIAL TERMS**

3. *Payment Settlement Amounts.* Defendant shall pay or cause to be paid into an interest bearing escrow account to be established for this purpose the sum of fifty million dollars (\$50,000,000), which shall be known as the “Direct Payment Settlement Amount” as specified in Exhibit F, and which shall be distributed in the manner and for the purposes specified in Exhibit B. Defendant shall further pay to the United States Department of Justice the sum of four hundred and eighteen million dollars (\$418,000,000), which shall be known as the “Exhibit J Settlement Amount” as specified in Exhibit J, plus simple interest on the Settlement Amount at a rate of 2.375% per annum accruing from March 5, 2014 through March 15, 2014, for a total of \$418,271,986, as described in Exhibit J. Defendant’s payment of the Direct Payment Settlement Amount shall be made by electronic funds transfer within ten days of receiving notice that the escrow account referenced in this Paragraph 3 is established or within ten days of the Effective Date of this Consent Judgment, whichever is later. Defendant's payment of the Exhibit J

Settlement Amount shall be made by electronic funds transfer, pursuant to written instructions to be provided by the United States Department of Justice, within ten days of receiving the written instructions from the United States Department of Justice. After Defendant has made the required payments, Defendant shall no longer have any property right, title, interest or other legal claim in any funds held in escrow. The interest bearing escrow account established by this Paragraph 3 is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended. The Monitoring Committee established in Paragraph 8 shall, in its sole discretion, appoint an escrow agent ("Escrow Agent") who shall hold and distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any, shall be paid from the funds under its control, including any interest earned on the funds.

4. *Payments to Foreclosed Borrowers.* In accordance with written instructions from the State members of the Monitoring Committee, for the purposes set forth in Exhibit C, the Escrow Agent shall transfer from the escrow account to the Administrator appointed under Exhibit C forty million dollars (\$40,000,000) (the "Borrower Payment Amount") to enable the Administrator to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure by Defendant between and including January 1, 2008 and December 31, 2013; who submit claims allegedly arising from the Covered Conduct (as that term is defined in Exhibit G hereto); and who otherwise meet criteria set forth by the State members of the Monitoring Committee; and to pay the reasonable costs and expenses of a Settlement Administrator, including taxes and fees for tax counsel, if any. Defendant shall also pay or cause to be paid any additional amounts necessary to pay claims, if any, of borrowers whose data is provided to the Settlement Administrator by Defendant after Defendant warrants that the data is complete and

accurate pursuant to Paragraph 3 of Exhibit C. The Borrower Payment Amount and any other funds provided to the Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit C.

5. *Consumer Relief.* Defendant itself and through its affiliates and subsidiaries, shall provide five hundred million dollars (\$500,000,000) of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-9 of Exhibit D, as amended by Exhibit I, to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit D as amended by Exhibit I.

#### IV. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and D, are incorporated herein as the judgment of this Court and shall be enforced in accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit E.

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms, attached hereto as Exhibit E.

8. The Parties agree that the Monitoring Committee established pursuant to certain Consent Judgments entered in *United States, et al. v. Bank of America Corp., et al.*, No. 12-civ-00361-RMC (April 4, 2012) (Docket Nos. 10-14) and referenced specifically in paragraph 8 of those Consent Judgments, shall be designated as the committee responsible for performing the role of the Administration and Monitoring Committee, as described in the Enforcement Terms. References to the "Monitoring Committee" in this Consent Judgment and related documents shall be understood to refer to the same Monitoring Committee as that established in the *Bank of*

*America Corp.* case referenced in the preceding sentence, with the addition of a CFPB Member, and the Monitoring Committee shall serve as the representative of the participating state and federal agencies in the administration of all aspects of this Consent Judgment and the monitoring of compliance with it by the Defendant.

## **V. RELEASES**

9. The United States, the Bureau, and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Federal Release, attached hereto as Exhibit F and in the Origination Release, attached hereto as Exhibit J. The United States, the Bureau, and Defendant have also agreed that certain claims and remedies are not released, as provided in Paragraph 11 of Exhibit F and as provided in paragraph 3 of Exhibit J. The releases contained in Exhibit F and Exhibit J shall become effective on the dates and pursuant to the terms provided in those documents.

10. The Department of Housing and Urban Development and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Administrative Release, attached hereto as Exhibit K. The release contained in Exhibit K shall become effective on the date and pursuant to the terms provided in that document.

11. The State Parties and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims and remedies, as provided in the State Release, attached hereto as Exhibit G. The State Parties and Defendant have also agreed that certain claims and remedies are not released, as provided in Part IV of Exhibit G. The releases contained in Exhibit G shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

## VII. OTHER TERMS

12. In the event that the Defendant (a) does not complete certain consumer relief activities as set forth in Exhibit D, as amended by Exhibit I (“Consumer Relief Requirements”), and (b) does not make the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) and fails to cure such non-payment within thirty days of written notice by the party, the United States, the Bureau, and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to the withdrawing party. Nothing in this paragraph shall be interpreted to affect the releases in Exhibit J, or the release of civil and administrative claims, remedies, and penalties based on Covered Origination Conduct in Exhibit K.

13. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

14. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

15. This Consent Judgment shall remain in full force and effect for three and one-half years from the date it is entered (“the Term”), at which time the Defendant’s obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Defendant shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall be concluded no later than six

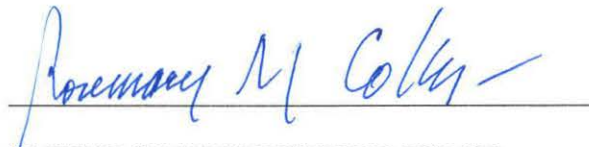
months after the end of the Term. The duration of the Servicer's obligations under the Servicing Standards set forth in Exhibit A shall be reduced to a period of three years from the date of the entry of the Consent Judgment, if at the end of the third year, the Monitor's two servicing standard compliance reports immediately prior to that date reflect that the Servicer had no Potential Violations during those reporting periods, or any Corrective Action Plans that the Monitor had not yet certified as completed. Defendant shall have no further obligations under this Consent Judgment six months after the expiration of the Term, but the Court shall retain jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term.

16. Except as otherwise agreed in Exhibit B, each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

17. Nothing in this Consent Judgment shall relieve Defendant of their obligation to comply with applicable state and federal law.

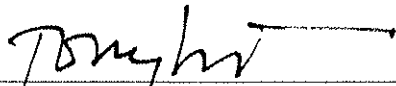
18. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and paragraphs 1-18 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 30 day of September, 2014

  
UNITED STATES DISTRICT JUDGE



For the United States:

A handwritten signature in black ink, appearing to read "Tony West", with a horizontal line extending to the right.

TONY WEST

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U.S. Department of Justice  
950 Pennsylvania Ave., N.W.  
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Tel.: 202-514-9500  
Fax: 202-514-0238

For the Department of Housing and Urban Development:

A handwritten signature in cursive script, reading "Damon Y. Smith", is written over a horizontal line.

DAMON Y. SMITH

Acting General Counsel

U.S. Department of Housing and Urban Development

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Washington, DC 20410

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Fax: 202-708-3389

For the Consumer Financial Protection Bureau:



LUCY E. MORRIS  
Deputy Enforcement Director  
CARA PETERSEN  
Assistant Litigation Deputy  
RACHEL RODMAN  
Enforcement Attorney  
Consumer Financial Protection Bureau  
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Tel.: 202-435-7964

For the Executive Office for U.S. Trustees

A handwritten signature in dark ink, appearing to read "Ramona D. Elliott", is written over a horizontal line.

RAMONA D. ELLIOTT

General Counsel

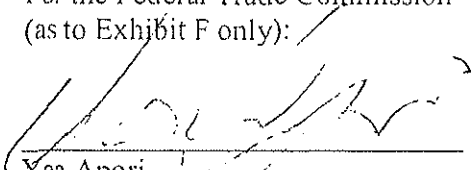
441 G St., N.W., Suite 6150

Washington, D.C. 20530

Tel.: 202-307-1399

Fax: 202-307-2397

For the Federal Trade Commission  
(as to Exhibit F only):

  
\_\_\_\_\_  
Yaa Apori

Attorney

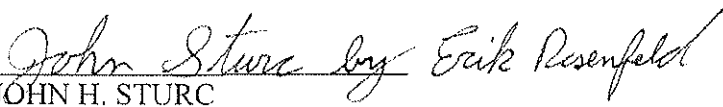
Federal Trade Commission  
600 Pennsylvania Ave., NW  
CC-10232

Washington, DC 20058

Tel: 202-326-3796

Fax: 202-326-3768

For the Department of the Treasury:

  
JOHN H. STURC

Chief Counsel

Office of Financial Stability

U.S. Department of the Treasury

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For the State of Alaska:

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Alaska Attorney General's Office  
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For the State of Alabama:

  
\_\_\_\_\_  
NOEL S. BARNES  
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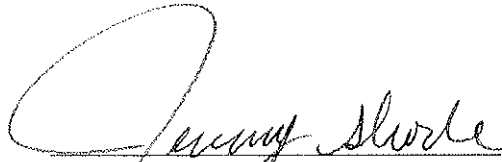


For the State of Arkansas:

A handwritten signature in black ink, appearing to read 'J. B. Depriest', is written over a horizontal line.

JAMES B. DEPRIEST  
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For the State of Arizona:

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Arizona Attorney General

by Jeremy T. Shorbe

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Tucson, AZ 85701

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For the State of California:

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Attorney General

  
\_\_\_\_\_  
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Deputy Attorney General  
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For the State of Colorado, *ex. rel.*

JOHN W. SUTHERS, Attorney General:

A handwritten signature in cursive script, reading "Jennifer Miner Dethmers", written over a horizontal line.

JENNIFER MINER DETHMERS

Assistant Attorney General

Consumer Protection Section

Colorado Attorney General's Office

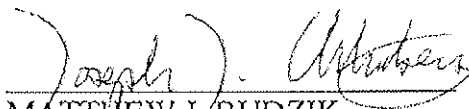
1300 Broadway, 7<sup>th</sup> Floor

Denver, Colorado 80203

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For the State of Connecticut:

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JOSEPH J. CHAMBERS

Assistant Attorneys General

Office of the Connecticut Attorney General

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Fax: 860-808-5385

For the District of Columbia:

IRVIN B. NATHAN  
Attorney General for the District of Columbia

ELLEN A. EFROS  
Deputy Attorney General  
Public Interest Division

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BENNETT RUSHKOFF (D.C. Bar #386925)

Chief, Public Advocacy Section

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Delaware Department of Justice  
820 N. French Street, 5<sup>th</sup> Floor  
Wilmington, DE 19801  
Tel.: 302-577-8935  
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For the State of Florida:

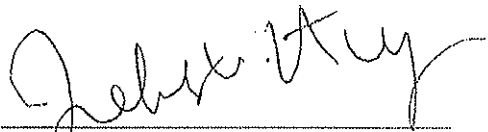
PAMELA JO BONDI  
Attorney General

PATRICIA A. CONNERS  
Associate Deputy Attorney General

  
VICTORIA A. BUTLER  
Assistant Attorney General  
Bureau Chief, Consumer Protection Division  
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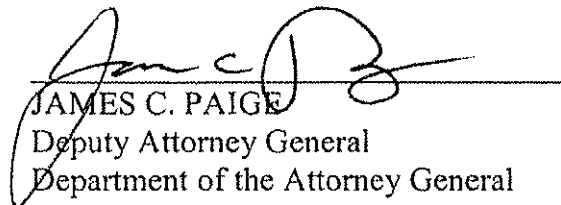


For the State of Georgia:

A handwritten signature in black ink, appearing to read "Jeffrey W. Stump", written over a horizontal line.

JEFFREY W. STUMP  
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40 Capitol Square, S.W.  
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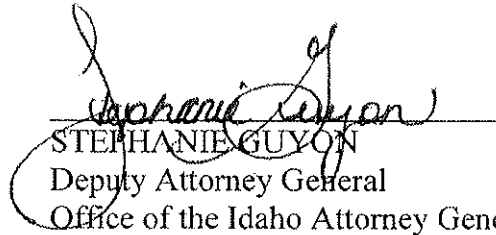
For the State of Hawaii:



JAMES C. PAIGE  
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Department of the Attorney General  
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For the State of Idaho

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For the State of Illinois:

LISA MADIGAN  
Attorney General



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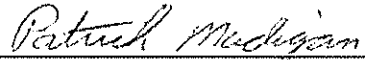
DEBORAH HAGAN  
Chief, Consumer Protection Division  
SUSAN ELLIS  
Chief, Consumer Fraud Bureau  
ANDREW DOUGHERTY  
Assistant Attorney General  
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For the State of Indiana:

A handwritten signature in black ink, appearing to read 'Abigail Lawlis Kuzma', is written over a horizontal line.

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For the State of Iowa:

A handwritten signature in cursive script, reading "Patrick Madigan".

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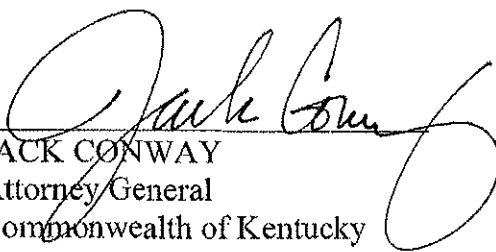
PATRICK MADIGAN  
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For the State of Kansas:

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For the Commonwealth of Kentucky:



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For the State of Louisiana:

A handwritten signature in black ink, appearing to read "James D. Caldwell", written over a horizontal line.

JAMES D. "BUDDY" CALDWELL

Attorney General

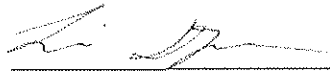
1885 N. Third Street

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Tel.: 225-326-6705

For The Commonwealth Of  
Massachusetts:

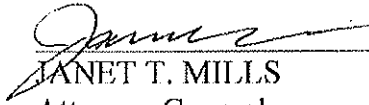
MARTHA COAKLEY  
Attorney General



---

LISA R. DYEN  
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For the State of Maine:

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For the State of Maryland:

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Attorney General

  
\_\_\_\_\_  
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Fax: 410-576-6566

For the State of Minnesota:


LORI SWANSON  
Attorney General, State of Minnesota

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Deputy Attorney General  
Minnesota Attorney General's Office  
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Tel.: 651-757-1415  
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For the State of Missouri:

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Attorney General

  
\_\_\_\_\_  
RYAN S. ASBRIDGE

Missouri Bar No. 61440  
Assistant Attorney General  
Consumer Protection Division  
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For the State of Mississippi:

JIM HOOD, ATTORNEY GENERAL

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Bridgette W. Wiggins, MSB No. 9676  
Special Assistant Attorneys General  
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For the State of Montana:

A handwritten signature in dark ink, appearing to read "CHUCK MUNSON", is written over a horizontal line.

TIMOTHY C. FOX

Attorney General

CHUCK MUNSON

Assistant Attorney General

Montana Department of Justice

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Helena MT 59624

Tel.: 406-444-2026

Fax: 406-444-3549



For the Attorney General of North Carolina:

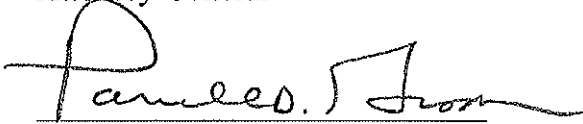
ROY COOPER  
Attorney General

A handwritten signature in black ink, appearing to read 'P. Woods', is written over a horizontal line.

PHILLIP K. WOODS  
Special Deputy Attorney General  
N.C. Department of Justice  
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Fax: 919-716-6050  
Email: pwoods@ncdoj.gov

For the State of North Dakota

WAYNE STENEHJEM  
Attorney General

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PARRELL D. GROSSMAN  
(ID No. 04684)  
Assistant Attorney General  
Director, Consumer Protection and  
Antitrust Division  
Office of Attorney General  
Gateway Professional Center  
1050 E Interstate Ave, Ste. 200  
Bismarck, ND 58503-5574  
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For the State of Nebraska:

JON BRUNING  
Attorney General

  
ABIGAIL M. STEMPSON, #23329

Assistant Attorney General  
Office of the Attorney General  
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Lincoln, NE 68509-8920  
Tel.: 402-471-2811  
Fax: 402-471-4725

For the State of New Hampshire:



JOSEPH A. FOSTER

Attorney General

N.H. Department of Justice

33 Capitol Street

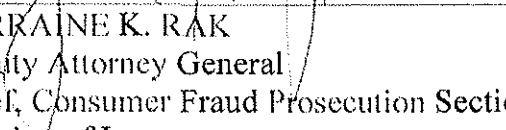
Concord, New Hampshire 03301

Tel.: 603-271-3658

Fax: 603-271-2110

For the State of New Jersey:

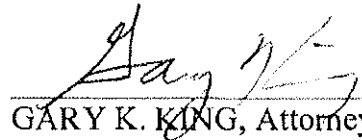
JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY



---

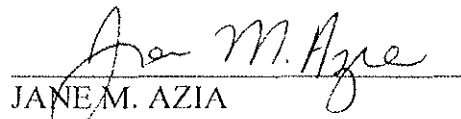
LORRAINE K. RAK  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Tel.: 973-877-1280  
Fax: 973-648-4887

For the State of New Mexico:

A handwritten signature in black ink, appearing to read "Gary K. King", is written over a horizontal line.

GARY K. KING, Attorney General  
KAREN J. MEYERS, Assistant Attorney General  
Office of New Mexico Attorney General  
PO Drawer 1508  
Santa Fe, NM 87504-1508  
Tel: 505-222-9100  
Fax: 505-222-9033

For the State of New York:

A handwritten signature in cursive script, appearing to read "Jane M. Azia", is written over a horizontal line.

JANE M. AZIA

Bureau Chief

Bureau of Consumer Frauds & Protection

Office of the New York State Attorney General

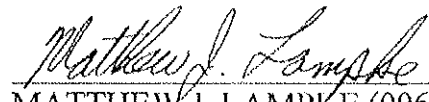
120 Broadway

New York, NY 10271

Tel.: 212-416-8727

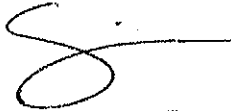
Fax: 212-416-8787

For the Ohio Attorney General  
MIKE DEWINE

  
MATTHEW J. LAMPKE (0067973)  
Mortgage Foreclosure Counsel  
Ohio Attorney General  
30 E. Broad St., 15<sup>th</sup> Floor  
Columbus, OH 43215  
Tel.: 614-466-8569  
Fax: 866-403-3979



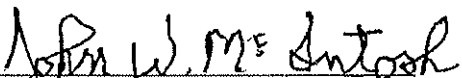
For the State of Oregon,  
Attorney General  
ELLEN F. ROSENBLUM:

A handwritten signature in black ink, appearing to be 'S. Whang', with a horizontal line extending to the right.

---

SIMON WHANG  
Assistant Attorney General  
Oregon Department of Justice  
Financial Fraud/Consumer Protection  
1515 SW 5<sup>th</sup> Avenue, Ste. 410  
Portland, OR 97201  
Tel.: 971-673-1880  
Fax: 971-673-1902

For the State of South Carolina:

  
ALAN WILSON

Attorney General

JOHN W. MCINTOSH

Chief Deputy Attorney General

C. HAVIRD JONES, JR.

Senior Assistant Deputy Attorney General

JARED Q. LIBET

Assistant Deputy Attorney General

South Carolina Attorney General's Office

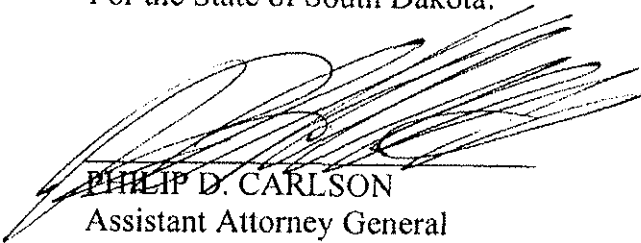
1000 Assembly Street, Room 519

Columbia, SC 29201

Tel.: 803-734-3970

Fax: 803-734-3677

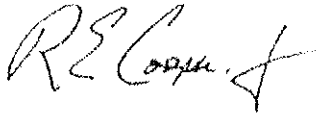
For the State of South Dakota:

A handwritten signature in black ink, appearing to read "Philip D. Carlson", is written over the printed name.

PHILIP D. CARLSON

Assistant Attorney General  
South Dakota Attorney General's Office  
Consumer Protection Division  
1302 E. Highway 14, Suite 1  
Pierre, SD 57501  
Tel.: 605-773-3215  
Fax: 605-773-4106

For the State of Tennessee:

A handwritten signature in black ink, appearing to read "RE Cooper, Jr.", with a stylized flourish at the end.

ROBERT E. COOPER, JR.  
Attorney General and Reporter  
Office of the Tennessee Attorney General  
425 Fifth Avenue North  
Nashville, TN 37243-3400  
Tel.: 615-741-3491  
Fax: 615-741-2009

For the State of Texas:

A handwritten signature in black ink, reading "James A. Daross", is written over a horizontal line.

JAMES A. DAROSS

State Bar No. 05391500

Assistant Attorney General

Consumer Protection Division

401 E. Franklin Avenue, Suite 530

El Paso, Texas 79901

Tel.: 915- 834-5800

Fax: 915-542-1546

For the State of Utah:

A handwritten signature in black ink, appearing to read "Sean D. Reyes", written over a horizontal line.

SEAN D. REYES

Utah Attorney General

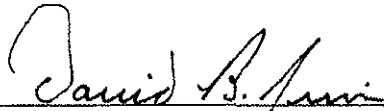
350 North State Street, #230

Salt Lake City, UT 84114-2320

Tel.: 801-538-1191

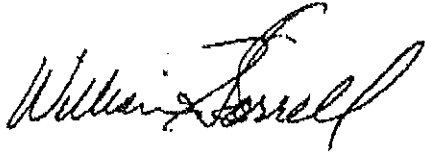
Fax: 801-538-1121

For The Commonwealth of Virginia,  
*ex rel.* MARK R. HERRING,  
Attorney General:

A handwritten signature in cursive script, appearing to read "David B. Irvin", written in black ink.

DAVID B. IRVIN (VSB #23927)  
Senior Assistant Attorney General  
MARK S. KUBIAK (VSB #73119)  
Assistant Attorney General  
Office of Virginia Attorney General  
900 East Main Street  
Richmond, Virginia 23219  
Tel.: 804-786-4047  
Fax: 804-786-0122

For the State of Vermont:

A handwritten signature in black ink, appearing to read "William H. Sorrell", written in a cursive style.

---

WILLIAM H. SORRELL  
Attorney General  
109 State Street  
Montpelier VT 05609-1001  
(802) 828-3171



For the State of Washington:

ROBERT W. FERGUSON  
Attorney General

A handwritten signature in black ink, appearing to read "David W. Huey", is written over a horizontal line.

DAVID W. HUEY, WSBA No. 34380

Senior Counsel

Consumer Protection Division

Office of the Attorney General

1250 Pacific Avenue, Suite 105

PO Box 2317

Tacoma, WA 98402-4411

Tel: (253) 593-5243

For the State of Wisconsin:

J.B. VAN HOLLEN  
Attorney General

A handwritten signature in cursive script, reading "Holly C. Pomraning". The signature is written in dark ink and is positioned above a horizontal line.

HOLLY C. POMRANING  
Assistant Attorney General  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
Tel: 608-266-5410  
Fax: 608-267-8906

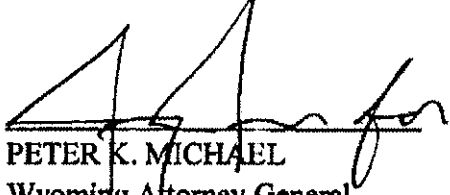
For the State of West Virginia:

A handwritten signature in black ink that reads "PATRICK MORRISSEY". The signature is written in a cursive, slightly slanted style.

---

PATRICK MORRISSEY  
Attorney General  
State Capitol, Room 26E  
Charleston, WV 25305-0220  
Tel.: 304-558-2021  
Fax: 304-558-0140

For the State of Wyoming:

A handwritten signature in black ink, appearing to read "Peter K. Michael", is written over a horizontal line.

PETER K. MICHAEL

Wyoming Attorney General

Wyoming Attorney General's Office

123 State Capitol Bldg

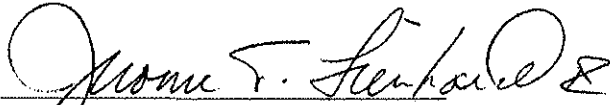
200 W. 24<sup>th</sup> Street

Cheyenne, WY 82002

Tel.: 307-777-7847

Fax: 307-777-3435

For SunTrust Mortgage, Inc.:

A handwritten signature in black ink, appearing to read "Jerome T. Lienhard, II", with a stylized flourish at the end.

Jerome T. Lienhard, II  
President and CEO  
SunTrust Mortgage, Inc.

June 17, 2014